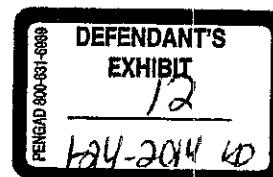


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STATE EMPLOYMENT  
RELATIONS BOARD

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## COLLECTIVE BARGAINING AGREEMENT

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between the

**PERKINS EDUCATION ASSOCIATION**

and the

**PERKINS BOARD OF EDUCATION**

July 1, 2008 through June 30, 2011

March 20, 2008

20 Mar 08

D. Petersen  
J. Denler

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RELATIONS BOARD

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## ARTICLE I - RECOGNITION

1.01 The Perkins Board of Education, hereinafter the "Board", hereby recognizes the Perkins Education Association (OEA/NEA-Local) hereafter the "Association" as the sole and exclusive bargaining representative, for the purposes of and as defined in Chapter 4117 Ohio Revised Code, for all professional, non-supervisory personnel, as employed by the Perkins Board of Education, (as certified by the State Employment Relations Board), classroom teachers (K-12, full-time and part-time, vocational), guidance counselors, librarians, and department heads. The Association recognizes that the Superintendent, Assistant Superintendent, Principals, and other Administrative personnel as defined in Chapter 4117 Ohio Revised Code are excluded from the bargaining unit. Also excluded would be the athletic director. The Employer recognizes that Association representation will include any newly created position unless employment into the position is governed by Section 3319.02 of the Ohio Revised Code.

## ARTICLE II - NEGOTIATIONS

2.01 Either the Association or the Board of Education may initiate negotiations in the year of contract expiration by letter of submission forwarded to the other party by February 1, outlining their intent to bargain as defined in Chapter 4117, O.R.C.

2.02 A. Within twenty (20) working days of transmittal of said submission letter, the parties shall hold their first negotiation session. At any negotiation session, either party may be represented by no more than five (5) representatives.

B. All issues for negotiations by the Association and the Board shall be submitted in writing at the first meeting. No additional issues shall be submitted by either party, unless agreed to by both parties. This language shall not be interpreted by either party as limiting the right of one party or another to present counter proposals.

C. Each party shall pay its own expenses pertinent to any representations or witnesses, and any expenses incurred in preparation for negotiating.

D. Resource persons may be present by mutual consent of both parties.

E. The following shall be determined at the commencement of each meeting prior to proceeding to negotiating items:

- 1) the time, date, and place of the next meeting;
- 2) the agenda for the meeting in session;
- 3) the time of the meetings should be approximately three (3) hours unless otherwise agreed.

- F. As negotiated items are tentatively agreed upon, each shall be initialed by each party.
- G. When a contract has been reached by both parties, the tentative contract will be submitted to the Association for ratification. The ratified contract must be returned to the Board by the Association. The Board will at its next meeting approve or disapprove the contract by appropriate motion.

2.03 If after thirty (30) calendar days from the first negotiation session, agreement has not been reached on all items under negotiation, either party may call for the services of the Federal Mediation and Conciliation Services to assist in negotiations. If a party calls for Mediation involvement, the other party shall join in a joint request.

2.04 The Board of Education agrees that the aforementioned Federal Mediation shall supersede all other dispute settlement procedures contained in Chapter 4117.14 O.R.C.

2.05 The Association and the Board of Education may by mutual consent agree to enter into non traditional negotiations.

### ARTICLE III - STRIKE CLAUSE

3.01 The Board of Education agrees that the members of the bargaining unit have the right to strike under Chapter 4117.14 of the Ohio Revised Code at the expiration of the contract, provided that the employee organization representing the employees has given a ten-day prior written notice of an intent to strike to the public employer and to the State Employment Relations Board.

### ARTICLE IV – GRIEVANCE PROCEDURE

#### 4.01 PURPOSE

The primary purpose of this procedure shall be to obtain at the lowest level and in the shortest period of time, equitable solutions to grievances which may arise from time to time.

#### 4.02 DEFINITIONS

- A. A "grievance" is a claim by a member of the bargaining unit, that there has been a violation, misapplication, or misinterpretation of one or more of the provisions of this agreement. In the event that such a violation, misapplication, or misinterpretation of the agreement affects a group of teachers, the Association may file a grievance on behalf of the group, in which case the Association shall be the grievant.
- B. An "aggrieved person" is a member of the bargaining unit having a grievance. The Association shall designate one or more representatives for grievance

procedures in each school building. Any teacher may consult a representative for assistance.

C. A "day" in this section where not stated, shall mean a working day. The number of days indicated at each level shall be considered as maximum and should be adhered to in expediting the procedure.

4.03 **PROCEDURE**

Time limits stipulated herein are considered maximums to ensure rapid resolution to problems. Time limits may be extended only by mutual agreement of all parties concerned. Failure of Administration to adhere to the time limits will affirm the grievance. Failure of the grievant to adhere to the time limits will result in a nullification of the grievance.

4.04 **LEVEL ONE - INFORMAL**

Within twenty (20) working days of an event or condition that an individual considers a grievance, he/she shall discuss the problem with his/her immediate supervisor, or with the member of the administration whose action or inaction created the situation in an attempt to resolve the problem without filing a formal grievance and meet with the aggrieved within five (5) work days of the request. The administration will respond in writing within five (5) work days of the meeting. He/she may do this alone or with his/her official Association representative.

4.05 **LEVEL TWO - FORMAL**

A. In the event the aggrieved person is not satisfied with the disposition at Level One, within ten (10) working days after the receipt of the written response, he/she may inaugurate the formal proceedings and a hearing shall be arranged between the aggrieved, the immediate supervisor, or aggrieved administrator, and Association Representative, and other parties who may be needed to give information relative to the claim. The disposition by the Supervisor shall be added to the Grievance Report Form in triplicate within two (2) working days unless mutually agreed upon.

B. In all levels of the formal proceedings, official Grievance Report Forms shall be made in triplicate; one (1) for the aggrieved; one (1) for the administration; and one (1) for the Association. (See Appendix A)

4.06 **LEVEL THREE**

A. Within ten (10) working days, if the aggrieved person is not satisfied by the disposition of the appropriate Supervisor, he/she may seek a hearing with the Superintendent or his/her designated representative, after the hearing in Level Two, by completing Step Two of the Grievance Report Form in triplicate and submitting one copy of it to the Superintendent.

B. In the event that the Level Two, or Formal Step, of this procedure was with the Superintendent, the next step would be Level Four.

**4.07 LEVEL FOUR**

- A. If the aggrieved person and the Association are not satisfied with the disposition in Level Three, he/she may demand that the issue be submitted to arbitration within five (5) work days after the Level Three hearing.
- B. Notwithstanding the language of Section 4.07 A., the parties may request the grievance to be mediated by a mediator chosen by the parties from the American Arbitration Association before the issue is submitted to arbitration. Such request shall be made by mutual agreement of the parties.
- C. The arbitration shall be conducted in compliance with the American Arbitration Association's voluntary rules and regulations.
- D. The arbitrator shall be appointed pursuant to the American Arbitration Association's Labor Arbitration Rules. Either party shall have the right to request an additional list if it is not possible to appoint an arbitrator from the first list supplied to the parties.
- E. The arbitrator will render the written decision and award no later than thirty (30) days following the closing of the record on the case. His/her decision shall be final and binding on the Association, its members, the employee or employees involved, the Board of Education, the Superintendent, and all other agents of the Board of Education. Cost of the arbitrator's services shall be shared by the parties.

**4.08 RIGHTS OF PARTIES**

- A. Both parties agree that grievance proceedings should be handled in a confidential manner.
- B. No teacher may be represented by any teacher organization other than the Association in any grievance procedure initiated pursuant to this procedure.
- C. No teacher shall be denied the right to legal advice and/or counsel in any of the levels listed above.
- D. Copies of all written decisions of grievances shall be sent to all parties involved, the Association president, the aggrieved, and the appropriate administrator.
- E. No records, documents, or communications concerning a grievance shall be placed in the personnel file of any of the participants in the procedures described in this agreement.

- F. Forms for processing grievances shall be made available through all administrative offices in each building, the central administration office, and designated officials of the Association including Building Representatives and members of the Association Grievance Committee.
- G. Records of the grievance proceedings shall be kept in a separate file, called grievance file, by the Treasurer of the Board. All records of proceedings will be kept until it is permissible to destroy them in accordance with the local "Records of Retention Policy".

## ARTICLE V – LEAVE PROVISIONS

### 5.01 ASSAULT LEAVE

In the event of a physical assault on a teacher in the performance of his/her duties by a student of the district, which results in the teacher being absent, such absence will not be charged to sick leave.

Such assault leave shall be granted upon certification of the attending physician and shall not exceed one hundred twenty (120) days.

For purposes of this Article, to be entitled to assault leave, the assaulted teacher shall file formal charges with the appropriate law enforcement agency.

Assault leave shall not be granted if it is found by a court of competent jurisdiction that the teacher committed a criminal assault against the student causing the injury.

### 5.02 ASSOCIATION LEAVE

The Association will be granted for each OEA Representative Assembly not to exceed two (2) meetings annually, a maximum of two (2) days for three (3) delegates.

### 5.03 JURY DUTY/COURT LEAVE

When it becomes necessary for a teacher to accept jury duty, the teacher shall be paid his/her regular salary for the number of service days involved. The check received for jury duty must be endorsed payable to the Board. Such leave shall not be deducted from any other type of leave.

### 5.04 MILITARY LEAVE

Military leave shall be granted to teachers pursuant to Ohio Revised Code.

5.05 **PERSONAL LEAVE**

1. All instructional staff members shall be allowed unlimited personal leave days.
2. Personal leave shall be for the purpose of conducting personal business which cannot be conducted at times other than regular school hours.
3.
  - A. A bargaining unit member shall be allowed to take one personal leave day per child, per year, to accompany their child(ren) on school related activities. A bargaining unit member shall be allowed to take personal leave days to attend or to travel to school related athletic events that occur during the work day in which their child(ren) are participating. The right to use personal leave days for school related athletic events shall be limited to that level of competition prior to the state event and the competition at the state level.
  - B. A bargaining unit member who wants personal leave for a short period of time (i.e. 2 hrs or less) may avoid taking personal leave by making arrangements with another bargaining unit member to cover his/her assignment. The bargaining unit member covering for a fellow bargaining unit member shall not be entitled to additional compensation under Article XXI. The bargaining unit member shall inform his/her immediate administrative supervisor of the time of the leave, the duration of the leave, and the fellow bargaining unit member that is covering the duty assignment.
4. Personal business would **NOT** include such activities as vacation, extending a vacation or holiday period, social or recreational activities, shopping trips, hobby activities, secondary employment, accompanying spouse on a trip, job hunting, sick leave, etc. If a question arises as to the appropriateness of a reason, it should be reviewed with the immediate supervisor before taking the leave.
5. If the Administration has reasonable grounds to believe that a bargaining unit member has applied for and used personal leave in violation of #4, above, the Administration may request the bargaining unit member to verify his/her use of personal leave. Any bargaining unit member found to have used personal leave for any of the activities cited in #4, shall be reprimanded and have his/her salary docked for the day in question and/or face criminal prosecution.
6. Written request for personal leave shall be submitted at least three (3) days in advance of the date for which leave is requested. If three (3) days notice is not possible the staff member shall notify the building principal or immediate supervisor as soon as possible. In such situations, the personal leave form shall be submitted during the first workday after conclusion of the leave.
7. When a member requests personal leave on the appropriate form the member is not required to list specific reasons. There will not be a deduction in salary or sick leave when personal leave is used in accordance with this provision.

8. Personal leave shall only be used in increments of one (1) or one-half (1/2) days.

5.06 A. **LEAVE OF ABSENCE (UNPAID)**

A leave of absence for up to one (1) year shall be granted by the Board of Education to members of the teaching staff for the following purposes:

1. Personal illness
2. Physical or mental disability
3. Pregnancy

The Board of Education may, but shall not be obligated to do so, grant an unpaid leave for the following purpose if so recommended by the Superintendent:

1. Election to political office

An employee desiring such leaves, shall present in writing, a request stating clearly the reason and purposes of the leave to the Superintendent. When the reason for the leave is personal illness, physical or mental disability, or pregnancy, an employee shall also attach a doctor's statement.

The Superintendent shall report the request to the Board at the next regular meeting. Without request, the Board may grant a leave of absence because of physical or mental disability.

If a leave of absence is granted for personal illness, physical or mental disability, or pregnancy, it may be extended for a second year by written request presented to the Superintendent and with the approval of the Board.

Any employee who is on leave of absence and who wishes to return to his/her duties at the beginning of the following school year shall notify the Superintendent of such intention no later than May 1st.

Upon return from a leave of absence, a teacher shall resume the contract status held prior to such leave and will be returned to a position for which he/she is qualified. Teachers using any Board approved leave of absence shall not lose seniority held prior to the leave, nor shall they gain additional seniority for the time on leave.

Teacher(s) on an unpaid leave(s) of absence as stated herein shall not be eligible to receive any of the following benefits:

1. The accrual of sick leave
2. Payment for calamity day(s)

Contingent upon the procedures established by the insurance company(ies) providing the specific coverage, an employee shall be eligible to have any and all

of his/her insurance coverage continued during an unpaid leave of absence, provided the employee pays the premium(s) for said coverage no later than the first day of each month.

B. **PARENTAL LEAVE**

A non-paid parental leave shall be granted to a teacher for the purpose of child bearing or adoption of a child less than six (6) years of age or upon request and on the conditions set forth below.

A teacher who is expecting or adopting a child will be entitled to a leave of absence without pay for paternity reasons to begin at any time between the commencement of pregnancy, or in the case of adoption, the receipt of custody, and up to one (1) year after the child is born or adopted. Such leave may be for a one (1) year period and may be extended up to two (2) years.

1. **Application for Leave**

Application for parental leave shall be in writing and shall contain a statement of the expected date of birth, or in the case of adoption, the date of obtaining custody and the date on which parental leave is to commence. Except in situations as per written doctor's orders, application for parental leave shall be made at least thirty (30) days before the beginning date of the leave and shall state the expected date of return.

2. **Reinstatement Rights**

Upon return from leave, the teacher shall be reinstated to an equivalent position for which he/she is certified. An attempt will be made to return the teacher to the same position held prior to the leave.

3. **Limited Contracts for Replacements**

- a. Upon being hired by the Board, as a replacement for a teacher on parental leave, a teacher shall be given a one (1) year limited contract.
- b. This contract will automatically expire at the conclusion of the last contracted teacher day or the date indicated as the teacher's return date without prior written notice of nonrenewal.
- c. The provisions of O.R.C. 3319.11 and 3319.111 shall not apply to a teacher employed under this provision but any teacher who is employed the following year under a regular teaching contract shall receive seniority for the time spent as a replacement teacher.

4. Insurance Coverage While on Leave

Insurance coverage(s) shall be continued for a bargaining unit member on such leave upon his/her payment of premium. Said premiums will be payable at the beginning of each month at the office of the Treasurer.

5. Exclusions

Teacher(s) on parental leave shall not be eligible to receive any of the following benefits:

- a. The accrual of sick leave
- b. Payment for calamity days

5.07 PROFESSIONAL LEAVE

The Board of Education and the Perkins Education Association agree to the following guidelines or definitions of Professional Leave, which shall be applied for on the Professional Leave Form.

- A. Professional Leave is a leave from a teacher's position to attend a conference, seminar, or workshop which has a direct bearing and immediate benefit to the teacher in the performance of his/her duties and is consistent with building, district and subject goals. Professional Leave is also understood to include visits to selected schools or school districts that would yield a direct benefit to the teacher.
- B. The Professional Leave Fund, excluding funds for mandated meetings, will be allocated per building on a professional staff per capita basis. The school to which the teachers report first to on Monday will be their designated home school building. Funds will be appropriated for each building on July 1st for use during that contract year. The total amount for each building shall be based on the number of bargaining unit positions in that building as of September 1 x \$300. Unused building funds shall be carried over and the professional leave committee shall encumber unused funds by June 15. Each teacher shall normally be limited to three (3) contract days of teacher-initiated professional leave per school year for non-supplemental leave reasons. Additional days may be approved by the building's Professional Leave Committee.
- C. With the approval of the principal and/or athletic director, three (3) days of professional leave may be taken per year without the loss of pay to attend a clinic(s), workshop(s), seminar(s), or an event of state level competition. This leave shall be considered supplemental leave. This restriction does not include professional days off for district, regional, or state competition in which the team, individual team members, or the organization is competing.
- D. There shall be a professional leave committee established in each building made up of the building principal and members selected by PEA. The director of

curriculum and PEA president shall be ad hoc members of each committee. The committee shall review, approve and authorize professional leave funds based on their building and individual bargaining unit member's needs. The procedures for approval and reimbursement shall be consistent district wide and in accordance with the PEA professional guidelines (Appendix J). Changes in IRS allowance rates will be emailed to the PEA president.

E. Items considered for reimbursement shall include receipt and verification for all expenditures. No expenditures shall exceed amounts approved by the committee. Failure to submit form 5.07b within twenty-one (21) calendar days following the end date of the leave shall result in forfeiture of all reimbursable expenses. The following items will be considered reimbursable:

1. Lodging, where conferences require overnight accommodations.
2. Registration and direct expense costs for the conference the teacher is attending.
3. Mileage as per Article 16.01 of this Agreement.
4. Reimbursement will not be granted for any alcoholic beverages.

F. The building's professional leave fund will be credited up to fifty dollars (\$50) for each professional leave taken on a non-contractual day.

#### 5.08 SABBATICAL LEAVE

The Board of Education may provide sabbatical leave in keeping with the provisions of the Ohio Revised Code 3319.131.

#### 5.09 SICK LEAVE

- A. Each full-time certified employee shall receive 1 1/4 days sick leave per month.
- B. Each part-time certified employee shall accumulate pro-rated sick leave as provided in the Ohio Revised Code.
- C. All new employees shall be advanced five (5) days of sick leave credit after the first day of work.
- D. Sick leave shall be accumulated to two hundred and twenty (220) days. After two hundred and twenty (220) days of sick leave have been accumulated, a bargaining unit member will accumulate 1 1/4 days per month (15 per year) to be used only in the year of accumulation. Sick leave will be deducted from those accumulated days the year before they are taken from the two hundred and twenty (220) previously accumulated days. The unused days above two hundred and twenty (220) are erased at the end of the school year, July 31 each year. This addition does not affect the severance pay article.

E. New employees shall receive credit for sick leave accumulated up to two hundred and twenty (220) days in any elementary or secondary school chartered by a State Department of Education or public agencies in Ohio. It will be the responsibility of the new employee to supply the Treasurer with the address of the former employer to secure a certified record of the accumulated sick leave from the former employer.

F. Any employee of the Perkins Board of Education who is absent from school duty because of illness in his/her immediate family (spouse, father, mother, children, sisters, brothers, father-in-law, mother-in-law, brothers-in-law, sisters-in-law, grandparents; or any person who is a member of the immediate household) shall be entitled to full pay for such absences.

G. For personal illness or immediate family illness, the employee may be required to furnish a statement of attending physician after a prolonged absence.

H. **MATERNITY LEAVE**

1. A bargaining unit member may use sick leave for illness and/or injury arising out of pregnancy, or illness and/or injury of the member, the member's spouse, or child as a result of the birth of a child. There is no limit on the number of sick days that may be used, as long as the bargaining unit member's doctor certifies that the bargaining unit member/spouse is ill or injured and unable to return to work, or that the child is ill or injured.

2. The use of sick leave days because of an illness or injury due to pregnancy or birth is not to be construed as a means that an otherwise healthy bargaining unit member may stay home with pay solely to be with a new born child.

5.10 **FAMILY AND MEDICAL UNPAID LEAVE**

An employee employed no less than half-time with at least 12 months of service in the Perkins Local Schools shall be granted up to 12-weeks, unpaid family medical leave (during each fiscal period) for:

- 1) the birth and the first-year care of a child;
- 2) the adoption or foster placement of a child;
- 3) the serious illness of a member of the employee's immediate family as defined in Section 5.09 of this Article; and
- 4) the employee's own serious health condition that keeps the employee from performing the essential functions of his or her job in accordance with the following specification:

A. The employee shall apply in writing to the Superintendent or his/her designated representative not later than thirty (30) days prior to the beginning date of the requested leave of absence, if leave request was foreseeable. The written

application, requiring Superintendent's approval, shall specify the proposed dates the leave is to commence and terminate, with every attempt being made to select those dates least disruptive to the educational process and district operations. The Board may require the employee to provide certification from a health care provider containing verification in accordance with the Family Medical Leave Act if he or she requests a medical leave. Pursuant to the act the employer may at its expense require a second medical certification by a medical provider of its choice.

- B. While on family medical leave, the employee will continue to receive the same group health coverage that he/she had while employed. The Board will pay for this continued group health coverage to the same extent that the Board paid for the coverage that each employee had before beginning his/her leave.
- C. Serious health condition is defined as an illness, injury, impairment, or mental condition that involves: a) in-patient care in a hospital, hospice, or residential medical facility; or b) continuing treatment by a health care provider.
- D. If a husband and wife eligible for leave are employed by the district, their combined amount of leave for birth, adoption, foster care placement, and parental illness is limited to twelve (12) weeks.
- E. An employee on family medical leave shall not be entitled to advancement on the salary schedule for the period of absence, however, the employee shall continue to accrue sick leave.
- F. Once the leave is approved by the Superintendent and the Board, it may be altered or cancelled with the approval of the Superintendent, the Board, and the applicant.
- G. Upon returning from leave, the Board will restore the employee to the same or an equivalent position. If an employee on family leave decides not to return to work, then the Board will charge the employee for the amount of the insurance premiums that the Board paid for that employee's health care coverage during his/her leave, unless there is a continuation, recurrence or onset of a serious health condition, or other circumstances beyond the employee's control.
- H. The taking of intermittent leave, leave on a reduced leave schedule, and leave near the end of an academic term shall be governed by the Act.

#### 5.11 **BEREAVEMENT CLAUSE**

All bargaining unit members shall be entitled to the use of the following bereavement leave:

- A. Death of an immediate family member as defined in 5.09(F). Bargaining unit members shall be entitled to three days of bereavement leave with an additional four days of personal leave, if necessary. Upon request, a bargaining unit member shall be entitled to sick leave in addition to the bereavement and personal days, if the immediate family member is a spouse, parent, or child. Requests for sick

leave are subject to the approval of the superintendent for immediate family other than spouse, parent, or child.

- B. For deaths of those outside the immediate family, bargaining unit members shall be entitled to one day per year of personal leave. Subsequent days may be deducted from sick leave.
- C. Form should be completed within one day of returning to work.

#### ARTICLE VI - CONTRACTS

6.01 The Board of Education shall provide each member of the instructional staff individually written contracts in keeping with the provisions of the Ohio Revised Code and Board of Education adopted policies.

- A. In consideration of the services rendered by the teacher, the Board of Education agrees to pay said teacher a base annual salary as prescribed by the salary schedule of the school district, whether existing or hereafter adopted, according to degree and years experience. The initial compensation to be paid under a contract shall be according to the existing salary schedule and that amount shall appear on a separate salary notice.
- B. In performing his/her professional duties, the teacher agrees to abide by and maintain the applicable laws and existing rules and regulations of the Board of Education. The teacher also agrees to abide by the negotiated agreement between the Board of Education and PEA.
- C. Teachers shall be recommended for 1, 1, 2, and 3 year contracts until they qualify for a continuing contract.
- D. Members of the bargaining unit who qualify shall be considered for a continuing contract as prescribed by current law. 3319.08(B) A continuing contract is a contract that remains in effect until the teacher resigns, elects to retire, or is retired pursuant to former section 3307.37 of the Revised Code, or until it is terminated or suspended and shall be granted only to the following:
  - (1) Any teacher holding a professional, permanent, or life teacher's certificate;
  - (2) Any teacher holding a professional educator license who has completed the applicable one of the following:
    - (a) If the teacher did not hold a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, thirty semester hours of coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt;

(b) If the teacher held a masters degree at the time of initially receiving a teacher's certificate under former law or an educator license, six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of such certificate or license, as specified in rules which the state board of education shall adopt.

If the language in this statute changes, it is the intent of the parties that they will follow the language of the revised statute.

E. If denied continuing contract, (3319.11 B 2) If the superintendent recommends that a teacher eligible for continuing service status not be reemployed, the board may declare its intention not to reemploy the teacher by giving the teacher written notice on or before the thirtieth day of April of its intention not to reemploy the teacher. If evaluation procedures have not been complied with pursuant to division (A) of section 3319.111 of the Revised Code or the board does not give the teacher written notice on or before the thirtieth day of April of its intention not to reemploy the teacher, the teacher is deemed reemployed under an extended limited contract for a term not to exceed one year at the same salary plus any increment provided by the salary schedule. The teacher is presumed to have accepted employment under the extended limited contract for a term not to exceed one year unless such teacher notifies the board in writing to the contrary on or before the first day of June, and an extended limited contract for a term not to exceed one year shall be executed accordingly. Upon any subsequent reemployment of a teacher only a continuing contract may be entered into.

If the language in this statute changes, it is the intent of the parties that they will follow the language of the revised statute.

F. To be eligible for consideration for continuing contract, a teacher must have notified and/or filed a valid professional, permanent or life certificate or professional license with the Local Superintendent on or before April 15. A bargaining unit member must notify the Superintendent no later than October 15 of any year he/she may be eligible for a continuing contract. Upon receipt of a professional or permanent certificate or professional license on the date specified above, the teacher's multi-year limited contract shall be considered as having an expiration date of the end of the school year in which the request was made. Such member shall be treated as having the same status as any other teacher eligible under this article and this negotiated agreement.

## ARTICLE VII – TEACHER EMPLOYMENT

7.01 The Board agrees to offer only two (2) types of teaching contracts, full-time or half-time. The Board may hire half-time employees as full-time employees. All half-time employees will receive all benefits on a pro-rated basis if requested.

- A. All teachers will be placed on the proper step of the salary schedule according to their experience and education.
- B. Credit on the teacher's salary schedule will be given for previous teaching experience in a duly accredited school upon initial employment, not to exceed seven (7) years. For purposes of this article administrative experience within or outside the school district shall not count as "teaching experience". Previous PEA bargaining unit members returning to the bargaining unit from an administrative assignment shall be placed on the salary schedule pursuant to his/her total years of PEA bargaining unit experience only.

If an administrator intends to return to a bargaining unit position he/she shall give written notice to the PEA president and the superintendent on or before July 1st. The failure to give said written notice shall constitute a waiver of his/her right to a bargaining unit position. The Administrator will be placed in a position for which they are certified/licensed. If there is a vacancy, the Administrator shall be placed in the vacant position. If no vacancy exists, they shall be placed on a recall list in accordance with Article XII until a vacancy occurs which the Superintendent intends to fill.

- C. Regular substitute teachers who are appointed regular teachers will be given credit for one (1) year on the salary schedule for each one hundred twenty (120) days taught in one (1) school year as a regular substitute teacher in the Perkins School System.

- 7.02 Termination of a teacher's contract shall be according to Section 3319.16 and related provisions of the Ohio Revised Code.
- 7.03 Every effort will be made to employ bargaining unit members who hold at least a Bachelor's degree from an accredited college or university. Employment of bargaining unit members holding "temporary" certification will be avoided, if possible.
- 7.04 Consistent with federal and state law, the Board and PEA will not discriminate on the basis of race, color, national origin, sex, age, handicap, or religion.
- 7.05 The Board shall endeavor to provide educational facilities that conform to local and state health and safety codes.
- 7.06 All building personnel shall be advised of their respective general responsibilities and limitations. These shall be made known to all building personnel through a building handbook.
- 7.07 Those personal rights as guaranteed to every individual by the Constitution of the United States and as interpreted by the U.S. Supreme Court and Ohio Supreme Court shall be adhered to by the Board, the Administration, and the Perkins Education Association.
- 7.08 The Association and Board are committed to providing a consistent and continuous program for students under the IDEA (Individuals with Disabilities Education Act).

7.09 Upon receiving a new or renewed certificate or licensure, a copy must be forwarded to the Superintendent's Office for placement in the employee's personnel file.

**7.10. PHYSICAL EXAMINATION**

1. **Physician**

The Board of Education reserves the right to require any employee to have a physical examination at its discretion and at the Board's expense.

2. **T.B. Test**

A test for tuberculosis is required of all new personnel.

**ARTICLE VIII – ORIENTATION & MENTORING**

8.01 New teachers will receive orientation by the Administration and PEA.

- A. Before employment, candidates for teaching positions in the Perkins Schools shall be given, when possible, the opportunity to visit the schools, meet with the staff members, observe children in classrooms and visit the community.
- B. After employment, an orientation day will be held preceding the opening of school when they may be in the classrooms and meet the principal.
- C. At the onset of the school year, new teachers will be assigned to a trained mentor pursuant to Article XIII, Section 13.05.
- D. New teachers will be encouraged to attend instructional conferences in their subject areas.
- E. Professional assistance will be provided by the principals, teachers, supervisors, and administrators to new teachers.
- F. Nothing herein shall be construed as limiting the authority of school officials to provide assistance without the teacher's request.

8.02 An experienced faculty member may be requested to assist and advise in orienting each new teacher during the first grading period. An effort will be made to appoint a faculty member of the same building, grade, and subject assignment to a new teacher.

**8.03 TEACHER MENTOR PROGRAM**

A. **PURPOSE**

The purpose of the Mentoring Program is to provide a program of positive formal support including mentoring to foster professional growth of all new teachers to

- B. Notice of recall will be given by certified and regular mail to the last address given by the teacher to the Superintendent's Office. A copy of the notice of recall will be given to the Association. If a teacher fails to respond within twenty (20) days, excluding Saturdays, Sundays, and Holidays, after posting of the above notice of recall, he/she will be deemed to have refused the position offered, resigned and have no further expectation of continued or future employment.
- C. A teacher who is laid-off will remain on the recall list for twenty-four (24) months after the effective date of his/her layoff unless he/she:
  - 1. waives his/her recall rights in writing,
  - 2. resigns,
  - 3. fails to accept recall to the position he/she held immediately prior to layoff or to an equivalent position; fails to respond timely to a notice of recall or fails to report timely after notification,
  - 4. fails to report to work in a position that he/she has accepted within ten (10) days after receipt of the notice of recall unless such employee is sick or injured. If a teacher has secured temporary employment elsewhere, he/she will be allowed ten (10) work days additional time before being required to report to work.
- D. While on layoff, a teacher will have the option to remain an active participant in health and medical benefit programs by contributing thereto the amount necessary to maintain such benefits at least thirty (30) calendar days in advance of the monthly premium and due date.

12.05 All benefits to which a teacher was entitled at the time of his/her layoff, including unused accumulated sick leave, will be restored to him/her upon return to active employment and he/she will be placed on the proper step of the salary schedule for his/her experience and education. A teacher will not receive increment credits for time spent on layoff nor will such time count toward the fulfillment of time requirements for acquiring tenure.

12.06 For any reduction in force effective after September 1, 2006, the Board will pay its portion of the reduced-in-force employee's health insurance premium through July 31 in the year they were reduced in force.

### ARTICLE XIII – TEACHER EVALUATION GUIDELINES

13.01 A. The evaluation process at Perkins is to be a cooperative and continuous process. It is an opportunity for teachers and administrators to demonstrate their competency, effectiveness, and responsibility in a collaborative effort to perpetuate the educational goals established by the district.

The evaluative instruments used have been developed to measure the elements used by teachers that create a positive learning experience for all students. The instruments were designed to be equitably administered and to measure professionalism not individual personalities. (See Appendix B & C)

The current evaluation instrument will be reviewed by a joint committee of PEA members and administrators. Revisions to Appendices B & C must be added before June 30, 2008.

Information to be included in the instruments is not limited to a specific observation. Information will be from both formal and informal observations.

The evaluation process must provide the framework which offers encouragement and resources to enable the staff person to develop and implement any agreed-upon improvements.

The parties intend this evaluation procedure to supersede the requirements of O.R.C. §§3319.11 and 3319.111.

- B. Half-time teachers are limited only to observation procedures.
- C. Additional observations may be requested by the teacher.
- D. This appraisal process shall be followed at all times.

Observations shall not occur the day before or after a holiday or school vacation (i.e. Spring Break, Christmas, etc.). Prior to being observed, a teacher may request an alternate time or date for the observation, which will be mutually agreed upon by the teacher and administrator.

Each observation shall last at least twenty (20) minutes, but recommended a full class period or lesson.

- E. The evaluator shall make a contact with the staff member following the observation, but in no case, more than five (5) working days after the observation has occurred to schedule a post-evaluation conference at a mutually agreed upon time.

#### **13.02 YEARLY EVALUATION TIMETABLE**

To assure that the evaluation process is executed on a systematic basis, the following timetable has been established:

##### **August – September:**

Group orientation of all teachers is to be conducted by a representative of the Perkins Education Association in conjunction with the building administrator prior to the first observation of the teacher. At this meeting, evaluation forms will be distributed to all

teachers for a brief review of the system. Principals will provide a list of tentative teachers to be evaluated during the current contract year.

**September – May:**

Principal's in-class observations of instructional performance with each followed by a brief conference. The purpose of these conferences shall be to assist the teacher in improving the instructional process.

Following the observations, a teacher evaluation conference will be held to discuss the teacher's performance and completion of the teacher's evaluation.

Additional conferences will be scheduled, if desired, by either the principal or the teacher.

**13.03 FORMAL OBSERVATION/EVALUATION PROCEDURE**

**CONTRACTS (type) GRANTED**

Limited Contract – 1 year, 1 year, 2 year, 3 year

Continuing Contract – tenure – formal process to be granted the contract

**EVALUATION PROCEDURE**

**Limited Contract:** First 1 year Contract – 2 formal observations (minimum) and to work cooperatively with building staff participating in the district sponsored mentorship program.

Second 1 year Contract – 2 formal observations (minimum) with required 1 day visitation of a peer teacher in the same subject area.

Two year Contract – 1 formal observation (minimum) per year and must show evidence of one professional growth activity per year.

Three year Contract – 1 formal observation (minimum) per year and must show evidence of one professional growth activity within the three (3) years.

**Continuing Contract:** 1 formal observation (minimum) every three years. Evidence of Professional growth is required each year, excluding the observation year.

**Professional Growth:** All teachers, with the exception of those holding permanent teaching certificates/licenses, must follow LPDC guidelines (See Appendix H). Professional Growth activities include, but are not limited to, the following options:

College

Professional Conference/Workshop/Institute/Academy, or  
Inservice Credit  
Peer Observation  
Publication of Original Work  
Teaching Portfolio  
National Board of Professional Teaching Standards  
Certification  
Mentoring  
Cooperating Teacher  
Teaching a College Course  
Teaching and Adult Vocational or Technical Course  
Professional Presentation  
Educational Project which applies educational skills and  
knowledge towards the development of a final project  
Curriculum Development or Curriculum Mapping  
Professional Committees  
Grant Writing  
Field Trips for Students  
Self-Directed Educational Development: Professional  
Reading, Research, Educational Travel  
Related Work Experience or Externship

Every teacher will maintain a professional growth record for  
each year.

Reimbursement as per negotiated contract.

Traveling teachers will be evaluated in the building of majority  
instruction, but may be evaluated in all buildings.

13.04 EVALUATION PROCEDURES FOR HEAD COACH SUPPLEMENTAL CONTRACT

1. The Board and PEA agree that evaluation/observation forms for head coaches will be prepared by the evaluation committee for the committee to recommend to the Board and PEA for adoption.
2. The contract employee will receive a Supplemental Contract Description on or before the first day of coaching, as defined by the OHSAA, for athletic positions. (See Appendix D-1)
3. The contract employee will be given the Supplemental Contract Evaluation form by the athletic administrator before the conclusion of the athletic season. (See Appendix D-2)

grade level meetings. Grades shall not be due until the end of this day. Teachers shall report and leave at their regularly scheduled times.

- B. Days in addition to the regular school year, or days in addition to the regular school week, will be compensated at the individual teacher's salary per diem rate of pay calculated as follows: Member's annual salary/184 days=daily rate.
- C. All other duties will be covered under separate supplemental contracts.

#### ARTICLE XXV - MANAGEMENT RIGHTS

25.01 The Board hereby retains and reserves unto itself, without limitations, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Ohio and of the United States, except as expressly limited by the terms of this contract. All management rights not specifically abridged by this Agreement are retained by the Board.

#### ARTICLE XXVI - ACADEMIC FREEDOM

- 26.01 Teachers shall be directed by and held responsible for the adopted course of study.
- 26.02 Each teacher has the final authority to grade students in his/her charge according to the system devised by the Administration which has been adopted by the Board. Change of a student's grade without the teacher's consent will occur only if it has been demonstrated the grade was not given in a professional and intellectual basis. Notice of any such change will be given to the teacher (along with notice of the teacher's right to grievance), the student's parent, and the teacher's immediate supervisor.
- 26.03 Any prescribed method of teaching and lesson planning shall be cooperatively developed between the teacher and the immediate supervisor.
- 26.04 Academic freedom shall be guaranteed to teachers within the confines of the Constitution of the United States.

#### ARTICLE XXVII - TUITION REIMBURSEMENT

- 27.01 A. Each certified employee who has earned less than a Master's Degree shall be eligible to receive reimbursement for graduate level courses approved by the Ohio Department of Education of up to two thousand dollars (\$2,000) per fiscal year. Reimbursement qualifications will be based on the completion date of the course taken. (Fiscal year commencing July 1 and ending June 30). The District will not reimburse for Internet courses from non-accredited institutions, unless approved by the Superintendent.
- B. Each certified employee who has earned a Master's Degree shall be eligible to receive reimbursement for graduate level courses approved by the Ohio

#### ARTICLE XXXI - INDIVIDUAL RIGHTS

31.01 Those personal rights as guaranteed to every individual by the Constitution of the United State shall be adhered to by the Board, the Administration, the members of the Perkins Education Association and representatives of the Perkins Education Association.

#### ARTICLE XXXII - EQUAL RIGHTS CLAUSE

32.01 The parties to this Agreement jointly pledge that provisions of this Agreement shall be applied uniformly to all members of the bargaining unit without regard to race, color, religion, sex, national origin, handicap, age, and/or disability.

#### ARTICLE XXXIII - SEVERABILITY

33.01 In the event there is a conflict between a provision of this Agreement and any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, the applicable state or federal law or valid rule or regulation adopted by a federal or a state agency pursuant thereto, shall continue in full force and effect in accordance with their terms.

33.02 If, during the terms of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal agency or a state agency pursuant thereto, which would invalidate any provision of this Agreement, the parties will meet to negotiate any necessary change in the Agreement relative to the affected provision within sixty (60) days by demand of either party.

33.03 If, during the term of this Agreement, there is a change in any applicable state or federal law, or valid rule or regulation adopted by a federal or a state agency pursuant thereto, which requires the Board of Education to develop policies that affect the term(s), condition(s) of employment, or working condition(s), then the parties will meet to negotiate the additional term, condition of employment or working condition within sixty (60) days by demand of either party.

#### ARTICLE XXXIV - COST OF MASTER AGREEMENT

34.01 The Perkins Board of Education and the Perkins Education Association shall share equally the cost of having the Master Agreement printed. The Association, after consultation with the Administration, shall arrange for the printing of the Agreement.

#### ARTICLE XXXV - LABOR MANAGEMENT RELATIONS COMMITTEE

35.01 A Labor Management Relations Committee shall be maintained following the guidelines of the Federal Mediation and Conciliation Services.

### ARTICLE XLIII - SCHOOL BONUS

43.01 A five hundred dollar (\$500) bonus will be paid for the highest achievable school rating each year of the contract. Every employee, who was contracted during the year when the rating was achieved, will be eligible for this bonus. Payable July 15th.

### ARTICLE XLIV - LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

44.01 There shall be a Local Professional Development Committee, herein referred to as the LPDC as described in Appendix H. Appeals under the LPDC shall be governed by the appeals procedure found in the LPDC Guidelines. Disputes arising out of the LPDC process shall not be subject to the grievance procedure under Article IV of the Collective Bargaining Agreement.

### ARTICLE XLV - PROGRESSIVE DISCIPLINE

45.01 No teacher shall be disciplined without just cause. Bargaining unit members will proceed through the progressive steps based on infractions of a continuing and related nature. Disciplinary action shall commensurate with the teacher's offense and normally shall be progressive in nature. However, the parties recognize that some more serious offenses may be dealt with on a more serious basis, with appropriate disciplinary action, including the possibility of termination for the first offense, considering the offense and its severity. Informal verbal warnings and written reprimands at Steps 1 and 2 may be issued by any appropriate administrator. Suspensions with or without pay and termination proceedings at Steps 3, 4, and 5 can only be instituted by the Superintendent. Normally, discipline shall be imposed in the following progression:

1. Informal Verbal Warning – It is expected that most cases will be disposed of by an informal verbal warning, without further disciplinary action.
2. Written Reprimand(s)
3. Suspension With Pay
4. Suspension Without Pay
5. Termination – Only the Superintendent may recommend termination to the Board, which may only terminate in accordance with the procedures of Ohio Revised Code Section 3319.16 and 3319.161.

45.02 In addition to the action taken at Steps 1-4, discipline may include, but is not limited to, restitution, mediation, counseling, or specific training to address the problematic behavior.

- 45.03 All disciplinary dispositions will be kept in a confidential discipline file at the Perkins Board of Education. Disciplinary actions taken against a bargaining unit member shall be expunged in accordance with the local "Records Retention Policy".
- 45.04 Any disciplinary action other than the informal verbal warning and termination proceedings will be subject to the grievance procedure according to Article IV.
- 45.05 Except in cases requiring immediate suspension or initiation of termination proceedings, teachers shall be disciplined only after due process in accordance with the following procedures:

A. Notice of Allegation and Conference

A written notice setting forth the allegations which if substantiated could result in disciplinary action shall be provided to the teacher by personal delivery or by mail.

The notice shall include the time and place of a conference to discuss the allegations; a copy shall be provided to the Association President.

B. Conference

A conference to discuss the allegations shall be offered to the teacher. The teacher shall have the right to have two (2) Association representatives at this conference. The teacher shall have the choice of one (1) Association representative and one (1) other representative of his/her choice. No conference shall take place unless the representative(s) are present. If the teacher chooses not to have Association representatives, one (1) Association representative may still attend the meeting. At the conference, the teacher or his/her representative shall have the right to cross-examine any witnesses making statements contrary to his/her interests and present testimony and witnesses which help his/her case. If the witness is a minor, court-approved protocol for interviewing minors may be utilized. Unless the exigencies of the matter require otherwise, the conference normally will be scheduled at least two (2) days following the teacher's receipt of the notice set forth in Paragraph One (1) above.

C. Notification of Disposition

The teacher and Association President shall be notified in writing by hand delivery or certified mail of the disposition following conduct of the conference or three (3) work days after the Paragraph One notice if the teacher fails to attend the conference. If it is determined to take disciplinary action, the disposition notice shall include a statement of the administrator's conclusion and the disciplinary action to be taken.

D. In case of immediate suspension or initiation of contract termination proceedings, the written notice of allegations shall be presented to the teacher and PEA representative. Normally, the teacher and representative shall be afforded a

preliminary conference prior to the imposition of the suspension or initiation of termination proceedings, with the conference preceded by a sharing, by the Administration, of the evidence which might support the determination to suspend or to initiate contract termination proceedings.

E. Privacy of Proceedings

Exclusive of the Association President or other designated PEA representatives, no teacher shall be reprimanded or otherwise disciplined in the presence of other employees or in a public setting.

**ARTICLE XLVI - COMPLETE AGREEMENT**

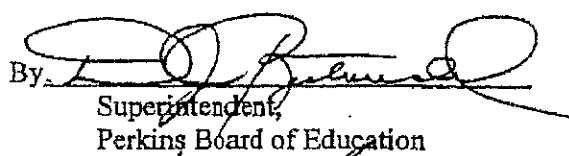
46.01 This agreement constitutes the entire agreement between the parties, and supersedes and cancels all prior contemporaneous memoranda of understanding and any other agreements, written or verbal.

**ARTICLE XLVII - DURATION OF CONTRACT**

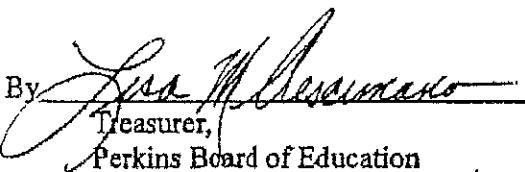
47.01 This contract shall be effective from the 1st day of July, 2008 to the 30th day of June, 2011. For the purpose of this contract, a school year shall be defined as the time between July 1 and June 30 inclusive.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

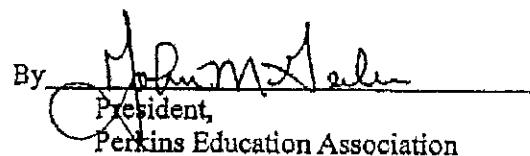
THE PERKINS LOCAL SCHOOLS  
BOARD OF EDUCATION

By   
\_\_\_\_\_  
Superintendent,  
Perkins Board of Education

By   
\_\_\_\_\_  
President,  
Perkins Board of Education

By   
\_\_\_\_\_  
Treasurer,  
Perkins Board of Education

THE PERKINS EDUCATION  
ASSOCIATION

By   
\_\_\_\_\_  
President,  
Perkins Education Association

By   
\_\_\_\_\_  
Chief Negotiator,  
Perkins Education Association